

Exhibit 1
Site Plan / Location Map
[See attached.]

**Exhibit 2
Project Schedule**

[See attached.]

Exhibit 3
List of Key Staff/Personnel

Position	Name

sample

Exhibit 4
CM's Supervisory and Administrative Personnel Cost Schedule

POSITION	COMPENSATION – HOURLY*
POSITION	COMPENSATION – HOURLY*

*Except as otherwise expressly provide in this Exhibit 4, all rates or other methods of compensation quoted above are inclusive of all markups for benefits, insurance, and other employee costs for the identified position.

sample

Attachment A to Exhibit 5
Guidelines to Prepare the Estimated Cost of the Work
GMP Proposal - Construction Trades Package

The proposed Cost of the Work will be developed as specified in Article 7 of the Agreement and as set out herein.

The Stipulated Sum proposal must be submitted in a binder and entitled, "Proposal for the Cost of the Work for _____ Project, CIP I.D. _____ and must include a date on the cover. Proposal pages must be numbered. Proposals must include all specified items shown on Attachment A and Attachment B. Sections must be divided by tabs for ease of reference. Please include:

- transmittal letter
- table of contents

Tab 1 Executive Summary – brief general summary

Tab 2 A list of Drawings and Specifications and any other Contract Documents upon which the Competitive Sealed Proposals and/or bids were received.

Tab 3 Description of Variations, Substitutions proposed to the Drawings and Specifications

- Specification listing – provide a detailed listing of Specifications by division and section, which describes exclusions, substitutions, modifications, etc. If no changes are proposed for a particular section, insert "as per specifications"
- Assumptions and Clarifications– a narrative summary of all qualifications and assumptions included in the Specification listing
- Exclusions – a summary of all exclusions included in the Specification listing, plus any exclusions not related to the Specifications
- Value Engineering recommendations – if applicable
- Allowance Schedule – if applicable

Note: The Inclusion of any items that are either non-responsive or that conflict with or attempt to amend the substantive provisions of the Contract Documents will be rejected and the GMP Proposal may also be summarily rejected. This section should not be seen as an opportunity to attempt to amend the CM Agreement.

Tab 4 Cost of the Work Proposal Cost Breakdown:

- Estimated Cost of the Work shall be broken down into the standard 16 CSI Divisions and such sections as directed by the Owner prior to the submission of the GMP Proposal
- Cost breakdown will be a lump sum for each Division and section with information on proposed subcontractors and pricing supporting such costs.

Tab 5 Progress Schedule

- The Progress Schedule for the GMP Proposal must include detailed activities for all events and milestones included in Construction Phase.
- Additionally, the Progress Schedule update must include detailed, logic driven activities for all Construction Phase activities
- All paths in the Progress Schedule must lead to milestone activities to ultimately achieve Substantial Completion on or before the Milestone for Substantial Completion.
- The Progress Schedule must be provided in hard copy form in the binder and also in an electronic format attached to the binder.

Tab 6 M/WBE Plan

- Note: Identify all M/WBE Subcontractor participants being recommended. All M/WBE participation for Amendment No. 1 and any subsequent additional Construction Trade Packages will be included in the Compliance Plan and Final Compliance Plan.
- M/WBE Subcontractor Letters of Intent
- M/WBE Subcontractor Subcontracts

Standard Schedule of Values Format (as Applicable)

Delete these Instructions before submitting information: Cost of Work -- Expand each Division listed below by including a separate listing for each of the technical Specification sections contained in the Drawings and Specifications and including: (1) a Stipulated Sum for each Section; (2) a total for each Division; and (3) a total for all Divisions, which, when all added together, will be the total of all recommended Competitive Sealed Proposals or bids. (Add and delete as appropriate)

Schedule of Values			
A	B	C	D
CSI Section	Work Breakdown Structure	CSI Description of Work / Subcontractor Name / Specification Section	Initial Proposal Line Item Value
		Division 1 – Not included in 00300CMR A-1	\$
		Division 2 – Sitework	\$
		Division 3 – Concrete	\$
		Division 4 – Masonry	\$
		Division 5 – Metals	\$
		Division 6 – Woods & Plastics	\$
		Division 7 – Thermal & Moisture Protection	\$
		Division 8 – Doors & Windows	\$
		Division 9 – Finishes	\$
		Division 10 – Specialties	\$
		Division 11 – Equipment	\$
		Division 12 – Furnishings	\$
		Division 13 – Special Construction	\$
		Division 14 – Special Systems	\$
		Division 15 – Mechanical	\$
		Division 16 – Electrical	\$
Total sum of all Competitive Sealed Proposals or bids recommended			\$

ATTACHMENT B to Exhibit 5
The Cost of the Work
GMP Proposal - Including Construction Trades Package

We hereby submit to the City, pursuant to the provisions of Article 7 of the 00500CMR Construction Manager-at-Risk Agreement by and between the City and the Construction Manager dated _____, 20____ (the "Agreement"), a Guaranteed Maximum Price for the _____ Project, based upon the information, analysis, findings, and reports developed during the Preconstruction Phase and the requirements of the Contract Documents developed for the Project, as follows:

	Description	Amount
1	The Preconstruction Phase Stipulated Sum on form 00500CMR:	\$
2	The Cost of the Work, including the Construction Trades Package: <i>Delete these Instructions before submitting information: Provide detailed breakdown by Project element on the attached Schedule of Values for the Work included in the Construction Trades Package.</i>	\$
3	The Construction Contingency:	\$
4	The General Conditions Stipulated Sum as set forth in form 00500CMR:	\$
5	CM's Fee (____%) multiplied by the Cost of the Work or <u>Lump Sum Fee:</u> <i>Delete these Instructions before submitting information: If the project is Federally-funded, percentage fee may not be used.</i>	\$
	Total GMP:	\$

Exhibit 5 GMP Proposal

This GMP Proposal is presented to the City of Austin (the "Owner") by _____ (the "Construction Manager at Risk" or "CM") pursuant to the Construction Manager at Risk Agreement between the City of Austin, Texas, as Owner, and _____ of _____, as CM, entered into on _____ 20____, for construction management and associated services required for the _____ Project.

WHEREAS, CM and Owner have previously approved a Stipulated Sum for the performance of the Pre-Construction Phase Services, a Construction Manager Fee, and a Stipulated Sum for the performance of the General Conditions; and

WHEREAS, in compliance with the Agreement, CM is presently submitting its GMP Proposal, including the a Proposal for all remaining services and the Cost of the Work, with a Construction Trades Package, including related Subcontractor Buyouts for the Project, in accordance with the Contract Documents and reasonably inferable there from.

WHEREAS, the capitalized terms included herein have the same meanings as set forth in the Contract Documents,

NOW THEREFORE, on the basis of the analysis, investigations, reports and other work process and product developed in the Preconstruction Phase, CM hereby submits this Proposal for the completion of the Scope of Work, including a proposed Guaranteed Maximum Price.

1. The Cost of the Work for the GMP will be \$_____, as developed and described in Attachments A and B;
2. The Construction Contingency for the GMP is \$_____;
3. The General Conditions Stipulated Sum for the Work is the amount of \$_____;
4. The CM Fee for the Work is \$_____, based on the percent of _____% multiplied by the Cost of the Work for GMP 1; **(Percentage fee may not be used for Federally-funded projects.)**
5. An Allowance for _____ included in this Amendment in the amount of \$_____;
and
6. The Preconstruction Phase Stipulated Sum for the Work associated with the Overall Project is the amount of \$_____.

Accordingly, the Guaranteed Maximum Price for the Project, which is the sum of items 1 through 6 above will be \$_____, upon execution of Work Authorization Amendment No. 1.

All sections and articles of the Agreement and any Amendments thereto, apply to this Proposal, except as specifically revised by the provisions herein.

EXECUTED in multiple counterparts on _____, 20____.

CM warrants that all necessary corporate acts have been taken to authorize the execution of this GMP Proposal and to bind CM under this and any related resulting documents.

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Exhibit 5
Partial GMP 1 Proposal for
_____ Project

This Partial GMP 1 Proposal is presented to the City of Austin (the "Owner") by _____ (the "Construction Manager-at-Risk" or "CM") pursuant to the Construction Manager-at-Risk Agreement between the City of Austin, Texas, as Owner, and _____ of _____, as CM, entered into on _____, for construction management and associated services required for the _____ Project.

WHEREAS, CM and Owner have previously approved a Stipulated Sum for the performance of the Preconstruction Phase Services, a Construction Manager Fee, and a Stipulated Sum for the performance of the General Conditions; and

WHEREAS, in compliance with the Agreement, CM is presently submitting its Partial Guaranteed Maximum Price Proposal for a designated portion of the _____ Project. Partial GMP 1 includes Work Package _____ including the Cost of the Work for those Work Packages, including related Subcontractor Buyouts, in accordance with the Contract Documents and reasonably inferable there from.

WHEREAS, the capitalized terms included herein have the same meanings as set forth in the Contract Documents,

NOW THEREFORE, on the basis of the analysis, investigations, reports and other work process and product developed in the Preconstruction Phase, CM hereby submits this Guaranteed Maximum Price Proposal for Work Package _____ for the completion of this designated Scope of Work.

1. The Cost of the Work for GMP 1 will be \$_____, as developed and described in Attachments A and B;
2. The portion of the Construction Contingency allocated for Partial GMP 1 is \$_____;
3. The portion of General Conditions Stipulated Sum allocated for Partial GMP 1 is \$_____;
4. The CM Fee for the Work associated for Partial GMP 1 is \$_____, based on the percent of _____% multiplied by the Cost of the Work for GMP 1; **(Percentage fee may not be used for Federally-funded projects.)**
5. An Allowance for _____ included in this Amendment in the amount of \$_____; and **(if applicable)**
6. The portion of Preconstruction Phase Stipulated Sum for Partial GMP 1 is \$_____; and

Accordingly, the Partial Guaranteed Maximum Price associated with Work Authorization Amendment No. 1 is \$_____.

All sections and articles of the Agreement and any Amendments thereto, apply to this Proposal, except as specifically revised by the provisions herein.

EXECUTED in multiple counterparts on _____, 20__.

CM warrants that all necessary corporate acts have been taken to authorize the execution of this GMP 1 Proposal and to bind CM under this and any related resulting documents.

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

**ATTACHMENT B to Exhibit 5
The Cost of the Work
Partial GMP 1 Proposal for
_____ Project**

We hereby submit to the City, pursuant to the provisions of Article 7 of the 00500CMR Construction Management-At-Risk Agreement by and between the City and the Construction Manager dated _____ (the "Agreement"), a Partial Guaranteed Maximum Price 1 for the _____ Project, Work Package _____, based upon the information, analysis, findings, and reports developed during the Preconstruction Phase and the requirements of the Contract Documents developed for the Project, as follows:

	Description	Amount
1	The portion of Preconstruction Phase Stipulated Sum on form 00500CMR for the Work associated with GMP 1:	\$
2	The Cost of the Work for GMP 1, including the Work Package _____: <i>Delete these Instructions before submitting information: Provide detailed breakdown by Project element on the attached Schedule of Values for the Work included in the Construction Trades Package.</i>	\$
3	Construction Contingency for the Cost of the Work associated with GMP 1:	\$
4	The portion of General Conditions Stipulated Sum as set forth in form 00500CMR for the Work associated with GMP 1:	\$
5	CM's Fee (____%) for the Work associated with GMP 1: <i>Delete these Instructions before submitting information: If the project is Federally-funded, percentage fee may not be used.</i>	\$
	Total through Work Authorization Amendment No. 1 for GMP 1:	\$

Exhibit _____
Security Bond Form

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Austin, Austin, Travis County, Texas, as Obligee, in the penal sum of _____ and No/100 (\$ _____ .00), for the Project defined below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Whereas the Principal has executed an agreement with Obligee, dated _____, 20____, ("Agreement") to construct the _____ Construction Manager at Risk Project, Project CIP ID No. ____-____-____, (the "Project").

Whereas, the Agreement allows the Work to be performed in incremental components of the Work (each, individually, a "Work Component" or "Work Packages") with the scope of Work and a Guaranteed Maximum Price to be established for each such Work Component through an Work Authorization Amendment to the Agreement, and further requires the Principal to provide Performance and Payment Bonds in the amount of 100% of each such Guaranteed Maximum Price within 10 days after the execution of the Work Authorization Amendment.

NOW THEREFORE, the condition of this obligation is such that, if the Principal executes a Work Authorization Amendment with a Guaranteed Maximum Price as those terms are defined in the Agreement and Contract Documents, but fails to, within the time and as required by the Agreement, give Performance and Payment Bonds with increased penal sums on the bonds commensurate with the total sum of all approved Guaranteed Maximum Prices to secure the performance of the terms and conditions of the Agreement, the Principal and Surety will pay unto the Obligee the penal sum of this Bond, however, if the Principal provides such Performance and Payment Bonds, then this obligation becomes void.

This bond is executed pursuant to Texas Government Code Section 2269.258 and Chapter 2253, Texas Government Code as amended and all liabilities on this bond will be determined in accordance with provisions of Chapter 2253 as if it were entirely copied herein.

IN WITNESS WHEREOF, the above named parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Name and address of the Resident Agent of Surety:

Note: Bond must be issued by a solvent Surety company authorized to do business in Texas, and must meet any other requirements established by law or by obligee pursuant to applicable law. A copy of Surety agent's Power of Attorney must be attached hereto.